Supreme Court, U.S.
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No. 01-944

In The

Supreme Court of the United States

W.J. SPRADLEY Jr., et al.,

Petitioners,

vs.

OLD HARMONY BAPTIST CHURCH, et al.,

Respondents.

On Petition For Writ Of Certiorari To The District Court Of Appeal, First District, State Of Florida

RESPONDENTS' BRIEF IN OPPOSITION

DAVID W. COLLINS, ESQUIRE
Florida Bar No. 475289
310 N. Jefferson St.
Monticello, Florida 32345
(850) 997-8111

Lawyer for the Respondents
Counsel of Record

COCKLE LAW BRIEF PRINTING CO., (800) 225-6964
OR CALL COLLECT (402) 342-2831

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PARTIES TO THE PROCEEDING

The Respondents accepts the Petitioners' recitation of Parties to the proceeding.

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RESPONDENTS' BRIEF IN OPPOSITION

This Court should deny the Petition for Writ of Certiorari, which seeks review of the Florida District Court of Appeal, First District's per curiam affirmance without opinion of the unpublished trial Court's order of August 13, 2001.

RESTATEMENT OF THE CASE

A. Nature of the Lawsuit and Procedural History.

This case began when the Petitioners filed an injunction to remove the Respondents from a parcel of land that the Petitioners claimed was theirs and the Respondents also claimed was theirs. The Petitioners are comprised of a number of people related by blood who claimed the property belonged to their kin, primarily, W.J. Spradley Jr. and others who comprise the Campbell Family reunion. Their claim is derived from the assertion that Mr. Spradley inherited the property from his family and that the cemetery located on it is a family cemetery. The Respondents are comprised of surviving members of a Church that once stood on said property and the lineal descendants of members of said Church. It is noteworthy that one of the respondents, who shares the position of the other respondents, is James Emory Spradley, the brother of W.J. Spradley Jr. The Respondents' claim to the property is that the property always belonged to the Church, known as Harmony Baptist Church and commonly referred to as "Old Harmony" Baptist Church.

Such ownership claim is based on the title to the property, which is comprised of the deeds of record to the property in dispute, and the recently discovered bond for title which surfaced during the litigation and was of significant evidentiary value in the Court's ruling from which the instant petition resulted.

The aforesaid opposing claims to the disputed land led to a "quiet title" lawsuit being filed in Florida Circuit Court. The parcel of land is approximately two acres in size. The dispute/lawsuit was fueled by the fact that the deed for the disputed property claimed by each party was not clear in stating that the two acres in dispute belonged to the Church, but merely omitted four acres from being transferred by the deed. However, on the face of the deed, the exact four acres were not particularly described. The litigation was quickly ended when a "bond for title" emerged which did describe the four acres in dispute and cleared up the ambiguity of the disputed deed. Said "bond for title" had been demanded by the respondents, much earlier in the lawsuit, from the petitioners (who had it in their possession all along). It was not until the Petitioners risked losing the entire 156 acres conveyed in the deed, because of its patent ambiguity, that the "bond for title" emerged. At the hearing held by Judge R.A. Green on the parties' respective motions regarding the title to the land, the Court heard arguments from counsel for each party. Said hearing afforded all parties the opportunity to argue the law and facts, and to advance their respective positions. As such, the evidence of the deed to the disputed land, the bond for title to the disputed land and other pertinent issues concerning the title were discussed and argued.

Once the Court determined that the disputed property (two acres of such) belonged to the Harmony Baptist Church, it went about establishing a deed for the Church (which was presumably lost). The Court, recognizing that the members of the "Old" Harmony Baptist Church were not necessarily members of the Harmony Baptist Church, held an open hearing to identify if members of the Church as it existed in 1947 (which was the last time a continuous congregation met there) existed. Once again, it is noteworthy that members from both parties to the lawsuit testified at such hearing to qualify as a "trustee" to the Church, which would be someone who could make ownership decisions regarding the Church property. William Bailey was the only person who could be identified as such a person. W.J. Spradley Jr. testified at said hearing but his testimony did not establish him as a member of the 1947 Harmony Baptist Church.

Finally, the Court held another hearing to establish the legal description for the establishment of the new deed for the two-acre parcel for the Church. The parties agreed on the use of one surveyor, Walton Poppell. After said hearing, the new legal description was established, and except for hearings regarding sanctions and costs as a result of the long and emotional litigation, the case at the trial level was over.

B. Restatement of the Appellate History of the Case.

It should be noted that just prior to, or at approximately the same time the instant petition was filed in this case, the same Petitioners filed and summarily dismissed

a petition for a writ of certiorari with the Florida Supreme Court.

REASONS FOR DENYING THE WRIT

I

JURISDICTION

The Petitioners' claims do not meet the persuasive criteria of considerations dictated by Rule 10 of the Rules of the Supreme Court of the United States. The only considerations that come close are 10(b) and 10(c). This is only because the petitioners have tried to mask their complaints of erroneous factual findings and misapplication of governing law (which are things this Court *will not usually consider),* as federal questions. However, such disguised as federal questions still do not meet the criteria for consideration as a conflict with another state court of last resort, or of a conflict with a U.S. Court of appeals or an important question of federal law which is in conflict with the U.S. Supreme Court.

II

THE PETITIONERS' DUE PROCESS RIGHTS HAVE NOT BEEN VIOLATED

To understand whether or not a federal question of due process not only arose, but was violated, you need to examine the actual decision-making of the Court and how it was arrived at. The Petitioners have improperly misstated this question as simply for the Court to decide,

"which Party had the superior claim of title to the disputed land." This is simply putting the cart before the horse. A due process analysis must start with how the decision of who had title was reached, whether the law was followed in reaching said decision, and whether all parties of concern had a right to be heard. To fully understand the law and facts the Court was confronted with when making its decision, consider the following:

III

THE COURT'S DECISION, OTHER FACTORS CONSIDERED (or conveniently omitted by the Petitioners!)

a. Misstatement of Facts.

Petitioners state on page 5, paragraph 1 of their petition that by the 1885 bond (L8), R.S. Porter agreed to sell J.B. Spradley 160 acres of land. The bond clearly states that Porter is agreeing to sell Spradley only 156 acres of land.

In petitioner's petition on Page 5, paragraph 3, page 6, paragraphs 1 and 4, and page 6, paragraph 1, Petitioner states that the instruments convey 160 acres of land when in fact they convey only 156 acres of land.

Petitioners further state on page 5, paragraph 2 and 3 of their petition that the 1889 deed (L4-L6) conveys 160 acres. This deed conveys only 156 acres of land. The same is with the 1952 deed (L7) mentioned on page 5, in paragraph 4 of their petition.

After Petitioners forcibly evicted the congregation of Old Harmony Baptist Church, Petitioners and Respondents sued one another to quiet title to four acres of land upon which the church was situated. The four acres had originally been excepted in a deed made in 1889 by which a man named R.S. Porter conveyed 156 acres of land to a man named J.B. Spradley. Petitioners and Respondents all agreed that description of the four acres excepted was patently ambiguous.

Throughout the lawsuit, the Petitioners had in their possession the original, unrecorded agreement between Porter and Spradley (a bond for title) upon which the conveyance of the 156 acres was to be made. Petitioners refused to disclose such when requested early on in the lawsuit by a proper discovery request. Instead, Petitioners disclosed the 1885 agreement attached to his motion for summary judgment. The disclosure was too late for the Respondents to react procedurally to the contents of the bond. However, such was of paramount importance in establishing the true intent of Porter and Spradley.

b. No Mutual Mistake of Intent Between Parties.

To derive the intent of the original parties to the disputed land the Court considered the 1885 bond for title, the 1889 deed and a 1901 deed by Porter to Madison County of one of the excepted acres. All three instruments, which were introduced as evidence by Petitioners, clearly show that the parties to the 1889 deed made no mistake in the description by which they agreed to the 156 acres. No adjudication on this issue is necessary.

c. Four Titles.

The bond also clearly shows that neither petitioners nor respondents have any interest in the four acres excepted in the 1889 deed, and that the four acres excepted is owned by persons or entities who were not parties to the action below. Harmony Baptist Church owns two acres, Madison County owns one acre, Porter's heirs own one acre and W.J. Spradley Jr. (one of the petitioners) owns 156 acres.

Title to the two-acre church lot mentioned in the bond is vested in the only surviving member of Harmony Baptist Church, to wit: William Bailey, which the Court decided pursuant to long established precedent. Title to unincorporated Baptist churches is vested in the congregation See *First Independent Missionary Baptist Church v. McMillan*, 153 So.2d 337 (Fla. 2d DCA 1963) or in their trustees under § 692.101(1), Fla. Stat. (1998).

d. Quieting Title.

On the basis of the bond for title and the two deeds, the trial court quieted title in the three above-mentioned non-parties by correcting the scrivener's error in the 1889 deed. It is not essential that the court has jurisdiction over a person in order to adjudicate that person's interest in the property. *McDaniel v. McElvy*, 91 Fla. 770, 108 So. 820 at 830 (Fla. 1926).

Where the parties have made an agreement, and the scrivener by mistake failed to express in apt words and terms, equity will reform the writing to make it conform

to the agreement previously entered into between the parties. *Jacobs v. Parodi*, 39 So. 833, 837 col 1 (Fla. 1905).

Under the doctrine of merger, the bond for title merges with the deed. *Stephan v. Brown*, 233 So.2d 140 (Fla. 2d DCA 1970): contract for sale becomes merged with deed.

Reforming the deed to conform to the intention of the parties as manifested by the 1885 bond quiets title in no way alters the agreement of the parties to the bond. The 1885 bond allows R.S. Porter and J.B. Spradley to speak for themselves in this quiet title action to correct the error obviously made by their scrivener in the 1889 deed. It is not necessary that they should be joined as interested parties. As the Florida Supreme Court ruled in 1939:

> "It is next contended by counsel for appellants that it appears upon the record that interested parties in the subject matter of the litigation were not served with process and should be made parties before a final decree was entered, and cite *Liverpool, London & Globe Inc. Co. v. City of Rockledge*, 97 Fla. 644, 121 So. 807; 53 C. J. 1006, et seq., and *Busby v. Littlefield*, 31 N. H. 193-188. The answer to this contention is that the bill of complaint is one to quiet title and confirm title in the plaintiffs below and it is not a suit to reform a deed because of *a mistake in the description of the lands conveyed*. If the bill of complaint was one of reformation because of a mistake, then the authorities, supra, cited by counsel for appellants, would be controlling. The lower court held that the suit was one to quiet title and our study of the proceedings in the lower court convinces us that there is no error in the conclusions so reached." (Emphasis

added) *Brooks v. Pryor*, 138 Fla. 498, 189 So. 675 at 677 (Fla. 1939).

If the 1885 bond for title were not available, the 1889 deed could not be reformed in a quiet title action. Since the mistake was in the identity of the land itself, the 1889 deed could not be reformed in a suit for reformation based on mutual mistake. *Holley v. May*, 75 So.2d 696, 698 col 1 (Fla. 1954). Petitioners only remedy *under Florida law* for a mutual mistake in the identity of the land is rescission of the deed *Langley v. Irons Land & Development Co.*, 114 So. 769, 771 col 2 (Fla. 1927). If the trial court finds that the bond for title is an indivisible contract, then the entire deed must be rescinded. *McDonald v. Sanders*, 137 So. 122, 126 (Fla. 1937).

Petitioners cannot make this quiet title action to correct a scrivener's error in the 1889 deed into an action to reform a deed for mutual mistake of the parties to the deed. Petitioners may not have realized it, but had the 1885 bond for title been of record, there would have been no ambiguity in the 1889 deed, and there would have been no controversy except with respect to the boundary line. Now that the bond has been disclosed, there is no title question.

The only alternative to continuing with the quiet title suit and quieting title in the non-parties would have been to dismiss the case, wasting countless hours of judicial and private effort.

e. Settling the Boundary Line.

As explained above, the bond for title resolves all the legal questions of title to the four acres without the

necessity of legal arguments. Harmony Baptist Church owns two acres, Madison County owns one acre and Porter's heirs own one acre. The only factual question presented is the location of the boundary line between Petitioners' 156 acres and the four acres excepted from the 1889 deed. This is not a federal question.

It is apparent that the basis of Petitioners' reasons for this Court granting a writ of certiorari is that the trial court settled the boundary line between the church and the Petitioners in a quiet title suit without notice that it was going to do so. While boundaries are not generally settled in actions at law and not in quiet title actions, a court of equity will take jurisdiction of such a dispute, "where equity jurisdiction is superinduced by the act *of the party defendant*". (Emphasis added) *Stark v. Frayer*, 67 So.2d 227 at 239 col 1 (Fla. 1953). In this case, Petitioners had evicted the Church without a writ of possession. In addition, Petitioners had withheld the bond for title during discovery in the quiet title action.

The court was correct in going forward to settle the boundary line. This is because once a court of equity takes jurisdiction it will adjudicate all matters germane and necessary to do justice between the parties. *Sanders v. Alford Bros. Co.*, 111 So. 278 at 279 (Fla. 1926)

f. Establishing A Lost Deed for the Church.

In addition to settling the boundary line dispute, the Court took the additional obvious step of completing the record of title by establishing the lost deed to the Church. The bond for title to convey 156 acres of land clearly shows that the Church already had title to its two-acre lot

from an unspecified source prior to the bond being executed. (R: Volume IV, 648, 649). Record of title to the Church lot can be assumed lost. A lost deed can be reestablished. *Griffin v. Fries*, 2 So. 266 (Fla. 1887). Thus, the church's title was established independent of reformation of the 1889 deed. Reformation of the mis-description affects only 158 acres – not 160 acres as Petitioners claim. Reformation affects only the 156 acres that Petitioners own, the one acre owned by Madison County, Florida, and the one acre owned by heirs of one of the deceased parties to the bond.

g. No Harm Demonstrated.

The Petitioners have not demonstrated how their interest has been adversely affected by the trial court's actions. Nor have they shown how a retrial of the issues presented here would change the outcome of this case. Florida Statute § 95.231 is not applicable to this case because none of the respondents are claiming against the 1889 deed. The church claims a title independent of the 1889 deed and Porter's heirs and Madison County claim under the 1889 deed, not against it. As Respondents pointed out in their brief to the state appeals court below, even the Petitioners cannot have a clear title to their 36 acres in the forty in which the four acres is located unless and until the scrivener's error is corrected.

IV

THERE HAS BEEN NO VIOLATION OF THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT IN THIS CASE

The record in this case of the testimony and evidence that was presented to the Court at every critical stage of its decision-making clearly establishes that there was no violation of the establishment clause. A better case could be made for the inscription of "IN GOD WE TRUST" on our currency.

Once title was quieted in the Harmony Baptist Church, vintage 1940's, William Bailey was appointed as trustee by the Court, as the sole surviving member, of said congregation to hold title for the Church. His selection was made after an evidentiary hearing at which time all parties were invited to give evidence and testimony. W.J. Spradley Jr. gave testimony for his consideration as a trustee at said hearing. The Petitioners have omitted the transcript of such hearing from their appendix. Instead they have focused on a completely benign and harmless suggestion by the Court, during a heated sanctions hearing, that the court was going to send us all to the Billy Graham crusade rather than impose dollar fines.

There is no evidence presented that an establishment clause violation occurred at any stage of the trial level proceeding.

V

CONCLUSION

The trial court went no further than to resolve the questions presented by the pleadings and Petitioners' own evidence. The First District Court of Appeals was correct in affirming the trial court without opinion. Certiorari should be denied.

Respondents should be awarded attorney's fees and costs under Rule 42.2 and Rule 43 for having to answer Petitioners' frivolous petition.

Respectfully submitted,

DAVID W. COLLINS, ESQUIRE
Florida Bar No. 475289
310 N. Jefferson St.
Monticello, Florida 32345
(850) 997-8111

Lawyer for the Respondents.